



Twin Lakes
TELEPHONE COOPERATIVE CORPORATION

"OWNED BY THOSE IT SERVES"

P O BOX 67
TELEPHONE 931-268-2151

Gainesboro, Tennessee 38562

August 11, 2005

RECEIVED

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JAMES R. MONTGOMERY, PRESIDENT
KENNETH D. PITTMAN, VICE PRESIDENT
DOUGLAS G. ELDER, SECRETARY
ROBERT D. DUDNEY, MANAGER
T.R. 1000

Chairman Pat Miller
c/o Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

In re: Docket No. 03-00585
Interim Agreement and Addendum by and between Twin Lakes
Telephone Cooperative Corporation and T-Mobile USA, Inc.

Dear Chairman Miller:

Transmitted herewith for inclusion in the above-referenced docket file are fourteen (14) copies of an "Interim Agreement" and "Addendum to Interim Agreement" for interconnection and reciprocal compensation ("Agreement") by and between Twin Lakes Telephone Cooperative Corporation and T-Mobile USA, Inc.. The agreement is to establish interim terms under which telecommunications traffic subject to reciprocal compensation will be exchanged between the parties pending the conclusion of the arbitration proceeding in Docket No. 03-00585 and approval by the Tennessee Regulatory Authority of a final interconnection agreement.

Also enclosed are additional copies which I would appreciate your stamping as "filed" and returning to me in the enclosed return envelope.

If any questions arise with regard to this filing, you may contact me.

Very truly yours,

TWIN LAKE TELEPHONE COOPERATIVE
CORPORATION


Robert D. Dudney,
General Manager

RDD/ef

Enclosures

INTERIM AGREEMENT

THIS INTERIM AGREEMENT ("Interim Agreement") is entered into by and between Twin Lakes Telephone Cooperative Corporation, a Tennessee corporation and Incumbent Local Exchange Carrier ("ILEC"), and T-Mobile USA, Inc., a Delaware corporation ("T-Mobile"), with offices at 12920 SE 38th St., Bellevue, WA 98006. ILEC and T-Mobile may be individually referred to as a "Party," or collectively as "Parties."

WHEREAS, ILEC and T-Mobile are both parties to the arbitration proceeding before the Tennessee Rural Authority ("TRA"), Docket No. 03-00585, to determine their various rights and obligations to interconnect pursuant to the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") and desire to enter into this Interim Agreement pending the conclusion of that proceeding and the approval by the TRA of a final interconnection agreement consistent with the decisions of the TRA in Docket No. 03-00585,

WHEREAS, by its terms, the effectiveness of the Interconnection Agreement will be subject to both its full execution by the Parties and its submission to and approval by the Tennessee Regulatory Authority ("TRA"), and,

WHEREAS, pending the effectiveness of the Interconnection Agreement and pursuant to 47 C.F.R. §51.715, the Parties wish to provide for interim terms under which telecommunications traffic subject to reciprocal compensation will be exchanged between the Parties pursuant to direct facilities being established to the point of interconnect ("POI") at ILEC's exchange boundary;

NOW THEREFORE, the Parties, in consideration of the foregoing and intending to be legally bound, hereby agree as follows:

(a) Upon the mutual execution of this Interim Agreement, and pending the effectiveness of the Interconnection Agreement, ILEC and T-Mobile agree to mutually exchange telecommunications traffic between the Parties for delivery to and termination upon the other Party's network.

(b) Compensation shall reciprocally and symmetrically be due to each Party for terminating traffic under this Interim Agreement at a rate of \$0.00667.

(c) ILEC will be responsible for measuring (currently provided by the tandem operator) the total monthly minutes of use terminating into its network from T-Mobile's network. If T-Mobile elects to directly bill ILEC for the land-to-mobile traffic it terminates, T-Mobile will be responsible for measuring the total monthly minutes of use terminating into its network from ILEC's network. T-Mobile chooses not to measure the amount of land-to-mobile traffic it terminates from ILEC, and therefore ILEC shall bill seventy percent (70%) of mobile-to-land Local Traffic terminated by ILEC and a thirty percent (30%) reciprocal compensation credit will be the amount of compensation to T-Mobile for land-to-mobile local traffic terminated by T-Mobile. The reciprocal

compensation credit shall appear on ILEC's bill as a credit against the amounts due and payable from T-Mobile to ILEC

Bills will be sent to

Carrier. T-Mobile USA, Inc
 ATTN Carrier Management
 CC. General Counsel
 12920 SE 38th St
 Bellevue, WA 98006

ILEC Twin Lakes Telephone Cooperative Corporation
 ATTN General Manager
 P O Box 67
 Gainesboro, TN 38562

(d) This Interim Agreement shall be superseded and replaced by the Interconnection Agreement upon approval of the Interconnection Agreement by the TRA, at which time any differences between the Interim Agreement rate and the reciprocal compensation rate agreed or imposed by the TRA shall be subject to true up. Each of the Parties shall remain responsible for the performance of duties incurred but not performed, and retain rights accrued but not exercised during the term of this Interim Agreement. This Interim Agreement shall remain in full force and effect until the approval of a final interconnection agreement between the Parties by the TRA. Upon the effective date of a final agreement between the parties, the Parties agree to true-up any payments made pursuant to the Interim Agreement with those which would otherwise have been due if the final agreement had been in place as of the effective date of this Interim Agreement.

(e) By entering into this Interim Agreement, neither Party waives its right to take public policy, legal or regulatory positions in any court or hearing, including Docket No 03-00585.

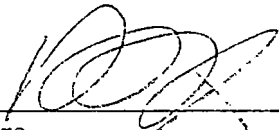
(f) This Interim Agreement shall be governed by and construed in accordance with Federal law and the laws of the State of Tennessee without regard to choice of law principles thereof

(g) Any amendment, modification, or supplement to this Interim Agreement must be in writing and signed by authorized representatives of both of the Parties.

(h) Each Party's charges for facilities and arrangements provided to the other Party pursuant to this Interim Agreement shall be agreed upon between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Interim Agreement as of the date last below written

T-Mobile USA, Inc



Signature

Dave Mayo

Name Printed/Typed
Vice President, Finance & Planning
Engineering & Technical Operations

Title

05/05/05

Date

Twin Lakes Telephone Cooperative
Corporation



Signature

James R. Montgomery

Name Printed/Typed

President, Board of Directors

Title

May 06, 2005

Date

SERVICE ATTACHMENT

Section 1 – Description

ILEC's interconnection location. Tennessee

Carrier Name: T-Mobile USA, Inc.

Carrier OCN: 6529

ACNA WCG

Legal Entities: T-Mobile USA, Inc.; Omnipoint Communications, Inc.

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local telecommunications traffic, as defined in Section 51.701 of the FCC's Rules, interchanged between them.

2.2 Interim Rate: \$0.00667

2.3 InterMTA Factor. 3% (50% interstate 50% intrastate)

Section 3 - Shared Facilities Factor.

3.1. Where Interconnection Facilities are used exclusively to carry Local Traffic originating on one Party's system, or on a third party system transiting such Party's system, the cost of the facilities will be borne by that Party. Where Interconnection Facilities provisioned by one of the Parties are used for two-way traffic, the applicable recurring and non-recurring charges (if any) will be apportioned by an agreed upon percentage representing either the estimated percentage or the actual percentage of traffic originating on the network of each Party. If facilities are purchased from a third party, the ordering Party will bill the other Party, subject to the prior written approval of the other Party, the appropriate agreed upon percentage of applicable recurring and non-recurring charges (if any). This percentage is referred to as the Shared Facilities Factor which shall be.

ILEC	30%
T-Mobile	70%

These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility

Section 4 – Scope. The Parties agree that the terms in this Service Attachment are interim in nature and remain subject to negotiation of a final Agreement

Addendum to Interim Agreement

This Addendum ("Addendum") is made this 27 day of July 2005, by and between Twin Lakes Telephone Cooperative Corporation ("ILEC") and T-Mobile USA, Inc. ("T-Mobile"). ILEC and T-Mobile are referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, the Parties have previously entered into an Interim Agreement ("Interim Agreement"), dated May 6, 2005, and,

WHEREAS, the Parties wish to supplement the Interim Agreement.

NOW THEREFORE, The Parties hereby agree as follows:

1. The following hereby supplements the Interim Agreement:

 "(i) "Traffic" means all IntraMTA Traffic and InterMTA Traffic that originates on one Party's network and terminates on the other Party's network and is otherwise exchanged pursuant to this Interim Agreement."
2. Except as specifically revised herein, the Interim Agreement remains unchanged and in full force and effect.
3. The Parties represent and warrant that each has the authority to enter into this Addendum and that the signatories hereto are authorized representatives of the Parties. The covenants and conditions contained in the Addendum shall apply to and bind the Parties and their successors and permitted assigns
4. This Addendum may be executed by facsimile.

**TWIN LAKES TELEPHONE
COOPERATIVE CORPORATION**

By: James R. Montgomery
Name: James R. Montgomery
Title: President
Date: July 25, 2005

T-MOBILE USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

Addendum to Interim Agreement

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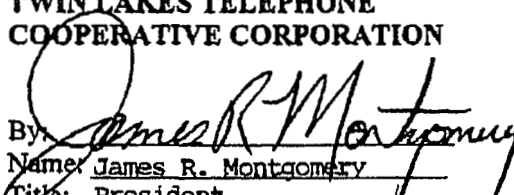
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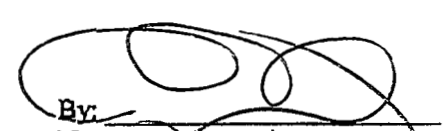
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4. This Addendum may be executed by facsimile.

**TWIN LAKES TELEPHONE
COOPERATIVE CORPORATION**

By: 
Name: James R. Montgomery
Title: President
Date: July 25, 2005

T-MOBILE USA, INC.

By: 
Name: Dave Mayo
Title: VP Eng & Ops Finance & Planning
Date: 7/27/05